

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF PUERTO RICO**

IN RE:

JUAN LUIS HERNANDEZ VAZQUEZ
SANDRA M. RIVERA MARTINEZ
Debtor(s)

FIRSTBANK PUERTO RICO

Movant
JUAN LUIS HERNANDEZ VAZQUEZ
SANDRA M. RIVERA MARTINEZ
and Chapter 13 Trustee,
JOSE RAMON CARRION MORALES

Respondent(s)

CASE NO. 06-02633 SEK

CHAPTER 13

11 USC 362 d(1) d(2)

Relief from stay for cause

MOTION FOR RELIEF FROM STAY

TO THE HONORABLE COURT:

Comes now, Firstbank Puerto Rico, secured creditor, represented by the undersigned attorney who respectfully pray and state as follows:

1. Jurisdiction over subject matter is predicated on section, 1334 and 157(b) 2(G), 28 USC.
2. The cause of action is based on section 362 d(1) and d(2), 11 USC.
3. In this case, an Order for Relief was entered on August 04, 2006.
4. Movant is the holder in due course of a Mortgage Note, hereinafter the (Note), for \$168,000.00, bearing interest of 7.62%, due on July 1, 2019.
5. That the payment of aforementioned Mortgage Note is secured by a second mortgage that encumbers debtor's residence.
6. Movant is the holder in due course of a Mortgage Note, hereinafter the (Note), for \$52,500.00, bearing interest of 7.62%, due on July 1, 2019. Said Note is guaranteed by a first mortgage that encumbers debtor's residence.

7. Since the filing date, debtor accounts have accumulated **Post Petition** arrears as described in Exhibit (A) and Exhibit (A-1) of this motion, Verified Statement in compliance with LBR 4001-1(d)(3) **and any other arrears that continue to accrued up to date all post petition arrears are paid.**

8. Movant argues that considering what is here in above stated, cause exists for granting relief from the stay pursuant to section 362 d(1) d(2), supra, since debtor has failed to make post petition payments accordingly.

9. Included as Exhibit (B), is movant's verified Statement regarding the information required by the Service Member Civil Relief Act of 2003 and a Department of Defense Manpower Data Center Military Status Report.

10. Said default deprive movant to have its security interest protected as provided under the Bankruptcy Code.

WHEREFORE, movant prays for an Order granting the Relief from Stay as requested.

CERTIFICATE OF ELECTRONIC FILING AND SERVICE

I hereby certify that on this date copy of this motion has been electronically filed with the Clerk of the Court using the CM/ECF system which will sent notification of such filing to debtor(s) attorney and to JOSE RAMON CARRION MORALES, US Chapter 13 Trustee, and also certify that I have mailed by United State Postal Service copy of this motion to the following non CM/ECF participant to debtor(s) at theirs address of record in this case.

In San Juan, Puerto Rico, on the 10th day of March, 2011.

CARDONA JIMENEZ LAW OFFICE

Attorney for Firstbank Puerto Rico

PO Box 9023593

San Juan, PR 00902-3593

Tels: (787) 724-1303, Fax No. (787) 724-1369

E-mail: jf@cardonalaw.com

s/José F. Cardona Jiménez, USDC PR 124504

jf@cardonalaw.com



REQUEST FOR DISMISSAL

ATTORNEY CARDONA & JIMENEZ

Loan Number 171267

Debtor JUAN L HERNANDEZ-VAZQU

Co-Debtor SANDRA M RIVERA-MARTIN

BKR # 06-02633 CHPT 13 DATE FILED 8/4/2006

Payments due 43 Pre-pet 0 Post-pet 43

Due Date Principal Balance

Post- Petition arrears:

43 Months at \$ 1,225.57 \$ 52,699.51

Months at \$ -

Late Charges at \$ 3,091.40

Legal Cost \$ 445.00

Foreclosure Fees \$ -

Inspections \$ 317.50

Bad Chek Fee \$ -

Other Charges \$ -

TOTAL \$ 56,553.41

All reinstallment payments must be made up to the current month, including legal fees & late charges

Verified Declaration

I, the undersigned, declare under penalty of perjury that the amounts claimed by Movant in the foregoing Request for Dismissal, represents accurately the information kept in accounting books and records kept by Movant in the ordinary course of business. I further declare under penalty that I have read the foregoing Motion from the Automatic Stay and that the facts alleged are true and correct to the best of my knowledge.

Name BANKRUPTCY OFFICER

This Request for Dismissal was prepared This 9 day of March of 2011



Todo está en uno

***UNSWORN STATEMENT
UNDER PENALTY OF PERJURY***

The undersigned hereby certifies the following under penalty of perjury:

Debtor (s) Juan Hernandez Vazquez / Sandra Rivera Martinez

- Loan Number: 171267
- Principal balance: \$ 162,946.34
- Monthly late charges: \$ 59.45
- Pre-petition arrears and other charges: \$ 535.05
- Post-petition arrears: \$56,553.41
- Other charges: \$.
- Last post-petition installment was received on 08/09/07 applied to 08/01/07
- No post-petition payments have been made.
- Present value interest compounded at 7.62500%, per annum.

This 9 day of March of 2011.

A handwritten signature in black ink, appearing to read 'Juan A Benitez', written over the printed name and title.

Name: Juan A Benitez
Title: Bankruptcy Officer

IN RE: 171267

Juan Hernandez Vazquez

Sandra Rivera Martinez

Q# 06-02633

Debtor(s)

CHAPTER: 13

VERIFIED STATEMENT

I, Juan A Benitez of legal age Single resident of

San Juan, Puerto Rico, state under penalty of perjury as follows;

That as to this date March 9, 2011 by search and review of the records

kept by FirstBank in the regular course of business in regard to debtor

account with this bank there is no information that will lead the undersign to belief that

debtor is a service member either on active duty or under a call to active duty, in the


National Guard or as a commission officer of the Public Health Services or the National

Oceanic and Atmospheric Administration (NOAA) in active duty.

The bank has not received any written notice from debtor that his military status has change.

That as part of my search I examined the following documents or records
available to me.

In testimony, wherefore I sign this document under penalty of perjury in San
Juan, Puerto Rico on ____ March 9____ 2011.



Bankruptcy Clerk

Department of Defense Manpower Data Center

Mar-10-2011 08:49:16



Military Status Report
Pursuant to the Service Members Civil Relief Act

◀ Last Name	First/Middle	Begin Date	Active Duty Status	Active Duty End Date	Service Agency
HERNANDEZ	JUAN LUIS	Based on the information you have furnished, the DMDC does not possess any information indicating the individual status.			

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard).

Mary M. Snavelly-Dixon

Mary M. Snavelly-Dixon, Director
Department of Defense - Manpower Data Center
1600 Wilson Blvd., Suite 400
Arlington, VA 22209-2593

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Service Members Civil Relief Act (50 USC App. §§ 501 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual is on active duty, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service via the "defense link.mil" URL <http://www.defenselink.mil/faq/pis/PC09SLDR.html>. If you have evidence the person is on active duty and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. §521(c).

If you obtain additional information about the person (e.g., an SSN, improved accuracy of DOB, a middle name), you can submit your request again at this Web site and we will provide a new certificate for that query.

This response reflects **active duty status** including date the individual was last on active duty, if it was within the preceding 367 days. For historical information, please contact the Service SCRA points-of-contact.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d)(1) for a period of more than 30 consecutive days. In the case of a member of the National Guard, includes service under a call to active service authorized by the President or the Secretary of Defense for a period of more than 30 consecutive days under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy TARs, Marine Corps ARs and Coast Guard RPAs. Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps) for a period of more than 30 consecutive days.

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate.

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of SCRA extend beyond the last dates of active duty.

Those who would rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected.

WARNING: This certificate was provided based on a name and SSN provided by the requester. Providing an erroneous name or SSN will cause an erroneous certificate to be provided.

Report ID:Q5A14S5I82

Department of Defense Manpower Data Center

Mar-10-2011 08:50:40



Military Status Report
Pursuant to the Service Members Civil Relief Act

Last Name	First/Middle	Begin Date	Active Duty Status	Active Duty End Date	Service Agency
RIVERA	SANDRA MILAGROS	Based on the information you have furnished, the DMDC does not possess any information indicating the individual status.			

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard).

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Report ID:GF6E9HQM6



LORD TITLE SERVICE CO.

713 ANDALUCIA AVENUE PUERTO NUEVO
SAN JUAN, PUERTO RICO 00920
WWW.LORDTITLE.COM

PHONE: (787) 774-1660
FAX: (787) 782-5888
TSEARCH@LORDTITLE.COM

Notice:

CASE: CARDONA JIMENEZ LAW OFFICES

Bianca Bankruptcy #06-02633

RE: JUAN L. HERNANDEZ VAZQUEZ

Firstbank #171267 / 191268

PROPERTY NUMBER: #21434 recorded at page 161 of volume 536 of Cayey,
Property Registry of Caguas, section 1st.

DESCRIPTION: URBANA: Solar marcado con el #5 del Bloque E en el plano de inscripción de la Urbanización El Rocío, situado en el Barrio Montellano del término municipal de Cayey, Puerto Rico, con una cabida superficial de 378.00 metros cuadrados. En lindes por el Norte en una distancia de 27.00 metros con el solar #6 del bloque E; por el Sur en una distancia de 27.00 metros con el solar #4 del bloque E; por el Este en una distancia de 14.00 metros con el solar 6 del bloque D y por el Oeste en una distancia de 14.00 metros con la calle #4.

Afecta a una servidumbre de 1.52 metros de ancho que discurre a todo lo largo de su colindancia Oeste a favor de la PRTC.

Enclava una casa.

ORIGIN: Main Property #20411 recorded at page 72 of volume 494 of Cayey

FEE SIMPLE: Title is vested in favor of **JUAN LUIS HERNANDEZ VAZQUEZ and his wife SANDRA MILAGROS RIVERA MARTINEZ** who acquired for the purchase price of \$120,680.00 from Ciudad Centro Inc., pursuant to Deed #42 executed in San Juan on March 15, 2001 before Notary Public María Isabel Valle Galarza, recorded at page 161 of volume 536 of Cayey, property #21434 and inscription 1st.

ENCUMBRANCES: By its origin: Easement in favor of AAA, AEE, PRTC, Central Cayey Inc. and Restrictive Conditions.

BY ITSELF: Mortgage constituted by **JUAN LUIS HERNANDEZ VAZQUEZ and his wife SANDRA MILAGROS RIVERA MARTINEZ** guaranteeing a note in favor of Firstbank of PR and/or its assigns for the amount of \$168,000.00 at 7 5/8% interest yearly, due on July 1, 2019, constituted pursuant to Deed #469 executed in San Juan on June 8, 2004 before Notary Public José R. Fournier Torres recorded at page 34 of volume 548 of Cayey, property #21434, Inscription 4th.

Mortgage constituted by **JUAN LUIS HERNANDEZ VAZQUEZ and his wife SANDRA MILAGROS RIVERA MARTINEZ** guaranteeing a note in favor of Firstbank of PR and/or its assigns for the amount of \$52,500.00 at 7 5/8% interest yearly, due on July 1, 2019, constituted pursuant to Deed #470 executed in San Juan on June 8, 2004 before Notary Public José R. Fournier Torres recorded at page 34 of volume 548 of Cayey, property #21434, Inscription 5th.

NOTE: NEW INFORMATION SUBMITTED TO THE PROPERTY REGISTRY, MAY TAKE A FEW DAYS TO BE REFLECTED INTO THE AGORA ELECTRONIC SYSTEM. WE ARE NOT LIABLE FOR ERRORS AND / OR OMISSIONS CREATED BY THIS SITUATION.

CONTINUE.....

THIS IS NOT A TITLE INSURANCE POLICY AND SHOULD NOT BE RELIED UPON AS SUCH.
LIABILITY FOR THIS TITLE SEARCH IS LIMITED TO THE AMOUNT PAID FOR IT.
FOR FULL PROTECTION PURCHASERS AND LENDERS SHOULD REQUIRE A TITLE INSURANCE POLICY.



LORD TITLE SERVICE CO.

713 ANDALUCIA AVENUE PUERTO NUEVO
SAN JUAN, PUERTO RICO 00920
WWW.LORDTITLE.COM

PHONE: (787) 774-1660
FAX: (787) 782-5888
TSEARCH@LORDTITLE.COM

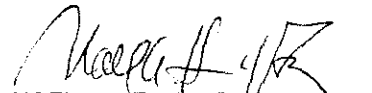
Notice:

PAGE 2
PROPERTY #21434 OF CAYEY

Run for states attachments, including Law #12 of 2010 and federal attachments,
judgments and Electronic Daily Log up to entry 260 of book 1159 (Agora System).

February 24, 2011

1102-0327


NOEL A. HERNANDEZ GUZMAN
PRESIDENT

3-F

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LIABILITY FOR THIS TITLE SEARCH IS LIMITED TO THE AMOUNT PAID FOR IT.
FOR FULL PROTECTION PURCHASERS AND LENDERS SHOULD REQUIRE A TITLE INSURANCE POLICY.

US \$ 168,000.00

San Juan --, Puerto Rico

June 8th, -----, 2004.

---FOR VALUE RECEIVED, the undersigned ("Borrower") promise(s) to pay FIRSTBANK PUERTO RICO,
---POR VALOR RECIBIDO, el (los) suscritor(es) ("Deudor") promete(n) pagar a FIRSTBANK PUERTO RICO,

or order the principal sum of ONE HUNDRED SIXTY EIGHT THOUSAND

o a su orden, la suma principal de

DOLLARS, with interest on the unpaid
DOLARES, con intereses sobre el balance

principal balance from the date of this Note, until paid at the rate of seven and five eighths,
Incluido de principal desde la fecha de este Pagaré hasta su pago a razón de

percent per annum. Principal and interest shall be payable at San Juan, Puerto Rico or such other place as
por ciento anual. El principal e intereses serán pagaderos en San Juan, Puerto Rico o en cualquier otro lugar que

the Note holder may designate in writing, in consecutive monthly installments of ONE THOUSAND ONE HUNDRED EIGHTY
el tenedor de este Pagaré indique por escrito, en plazos mensuales y consecutivos de

NINE DOLLARS AND NINE CENTS

Dollars (US\$ 1,189.09 -----), on the first day of each month beginning the first of August -----, 2004 until the
Dólares (US\$ -----), en el primer día de cada mes comenzando el primero de ----- de 2004 hasta que

entire indebtedness evidenced hereby is fully paid, except that any remaining indebtedness, if not sooner paid, shall be due and payable
se pague totalmente la deuda evidenciada por el presente, excepto que la deuda restante, si no antes pagada, quedará vencida y pagadera

on the first day of July, 2019.

en el día primero de

---If any monthly installment under this Note is not paid when due and remains unpaid after a date specified by a notice to Borrower,
---Si cualquier plazo mensual bajo este Pagaré no es pagado cuando vence y permanece impago luego de la fecha especificada en la notificación al Deudor,

the entire principal amount outstanding and accrued interest thereon shall at once become due and payable at the option of the
la suma total de principal pendiente de pago e intereses acumulados sobre la misma quedarán inmediatamente vencidos y pagaderos a opción del

Note holder. The date specified shall not be less than thirty days from the date such notice is mailed. The Note holder
tenedor de este Pagaré. La fecha especificada no será anterior a treinta días a partir de la fecha de envío por correo de dicha notificación. El tenedor de este Pagaré

may exercise this option to accelerate during any default by Borrower regardless of any prior forbearance. If suit is brought
podrá ejercer esta opción de aceleración durante cualquier incumplimiento del Deudor, no importa cualquier indulgencia de morosidad anterior. De reclamarse

to collect this Note, the Note holder shall be entitled to collect in such proceeding the agreed and liquidated amount of ten
procedimiento judicial para el cobro de este Pagaré, el tenedor de este Pagaré tendrá derecho a cobrar en dicho procedimiento la suma pactada y líquida de diez

percent of the original principal amount hereof to cover costs and expenses of suit, including but not limited to, attorney's fees.
por ciento de la suma original de principal del presente para cubrir los costos y gastos de dicho procedimiento, incluyendo sin limitación, honorarios de abogado.

---Borrower shall pay to the Note holder a late charge of Five percent of any monthly installment not received by the Note
---El Deudor pagará al tenedor de este Pagaré un cargo por pago atrasado de Cinco por ciento de cualquier plazo mensual que no sea recibido por el tenedor de este

holder within fifteen days after the installment is due. Borrower may prepay the principal amount outstanding in whole or in part
Pagaré dentro de quince días después de la fecha de vencimiento de dicho plazo. El Deudor podrá pagar por anticipado la totalidad o parte del balance incluído de

The Note Holder may require that any partial prepayments (i) be made on the date monthly installments are due and (ii) be in
principal. El tenedor de este pagaré podrá requerir que cualesquiera pagos parciales (i) sean hechos en la fecha en que vencen plazos mensuales y (ii) sean en la

the amount of that part of one or more monthly installments which would be applicable to principal. Any partial prepayment shall
la cantidad de aquella parte de uno o mas plazos mensuales que sería aplicable a principal. Cualquier pago parcial por

be applied against the principal amount outstanding and shall not postpone the due date of any subsequent monthly installment or
anticipado será aplicado contra el principal incluído y no pospondrá la fecha de vencimiento de cualquier plazo mensual subsecuente

Change the amount of such installments, unless the Note holder shall otherwise agree in writing.
NI cambiaré el monto de dichas plazos a menos que el tenedor de este pagaré acuerde lo contrario por escrito.

---If, within five years from the date of this Note, the undersigned makes any prepayments in any twelve month period beginning with
---Si, dentro de cinco años desde la fecha de este Pagaré, los suscritores hacen cualquier pago anticipado en cualquier período de doce meses comenzando con

the date of this Note or anniversary dates there. (an year) with money lent to the undersigned by a lender. I then the holder la fecha de este pagaré o la de sus aniversarios (año del préstamo) con dinero prestado a los suscribientes por un prestador que no sea el tenedor

hereof, the undersigned shall pay the holder hereof (a) during the first year of the loan THREE percent of the amount by which the del presente, los suscribientes pagarán al tenedor del presente (a) durante el primer año del préstamo tres por ciento de la cantidad por

sum of prepayments made in any such loan year exceeds twenty percent of the original principal amount of this note and (b) during la cual el total de los pagos anticipados hechos en cualquier año excede el veinte por ciento de la cantidad original del principal de este pagaré y (b) durante

the second and third loan years TWO percent of the amount by which the sum of prepayments made in any such loan year exceeds al segundo y tercer año del préstamo dos por ciento de la cantidad por la cual el total de los pagos anticipados hechos en ese tiempo excede

twenty percent of the original principal amount of this NOTE. (c) during the fourth and fifth loan year, ONE percent of al veinte por ciento de la cantidad original del principal de este pagaré. (c) durante el cuarto y quinto año del préstamo un por ciento

the amount by which the sum of prepayment made in any such loan year exceeds twenty percent of the original principal amount de la cantidad por la cual el total de los pagos anticipados excedan el veinte por ciento de la cantidad original

of this Note.----- del principal de este pagaré.-----

---Presentment, notice of dishonor, and protest are hereby waived by all makers, sureties, guarantors and endorsers hereof. ---Por la presente se renuncian los derechos de presentación, aviso de rechazo, y protesto por todos los otorgantes, fidejores, garantizadores y endosantes del presente.

This Note shall be the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them Este Pagaré constituye obligación solidaria de todos sus otorgantes, fidejores, garantizadores y endosantes y las obliga, así como a sus

and their heirs, personal representatives, successors and assigns.----- herederos, representantes personales, sucesores y cesionarios.-----

---Any notice to Borrower provided for in this Note shall be given by mailing such notice by certified mail addressed to Borrower at ---Cualquier notificación al Deudor dispuesta en este Pagaré deberá ser enviada por correo certificado dirigida al Deudor a

the Property Address stated below, or to such other address as Borrower may designate by notice to the Note holder. Any notice la Dirección de la Propiedad que abajo se indica, o a cualquier otra dirección que el Deudor designa mediante notificación al tenedor de este Pagaré. Cualquier

to the Note holder shall be given by mailing such notice by certified mail return receipt requested, to the Note holder at the address notificación al tenedor de este Pagaré deberá ser enviada por correo certificado, con acuse de recibo, al tenedor de este Pagaré a la dirección

stated in the first paragraph of this Note, or at such other address as may have been designated by notice to Borrower. indicada en el primer párrafo de este Pagaré, o a cualquier otra dirección que se haya designado mediante notificación al Deudor.

The indebtedness evidenced by this Note is secured by a Mortgage, dated of even date herewith, on property as indicated in La deuda evidenciada por este pagaré está garantizada por una hipoteca, de fecha igual a la del presente sobre propiedad según indicada en

Deed number -- 469 -- before the subscribing Notary.----- la Escritura número ---- ante el Notario suscribiente.-----

---This note has a FIFTEEN ----- (-15-) year payment plan with a THIRTY ----- (-30-) year amortization, thus principal and interest will be covered in ONE HUNDRED SEVENTY NINE (179) consecutive monthly payments of \$1,189.09 ----- each, and a final Balloon Payments, number ONE HUNDRED EIGHTY (180) in the amount of \$ 128,464.53 ----- due on JULY ----- 1st, 20 19.

EL ROCIO DEVELOPMENT E-5
CAYEY, PUERTO RICO 00736

Property Address (Dirección de la Propiedad)

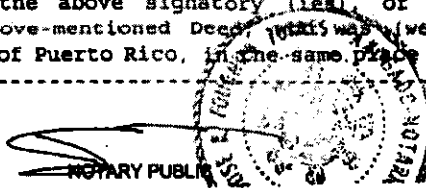
JUAN LOIS HERNANDEZ VAZQUEZ

SANDRA MILAGROS RIVERA MARTINEZ

Affidavit Number: 19,111

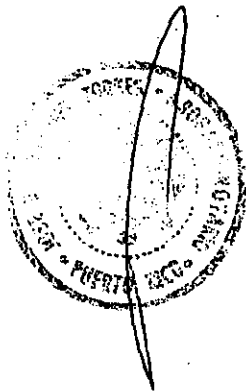
(Execute Original Only)
(Océrguese el original únicamente)

Acknowledged and subscribed before me by the above signatory (ies), of the personal circumstances mentioned in the above-mentioned Deed, which was (were) identified in compliance to the Notarial Law of Puerto Rico, in the same place and date of the deed above mentioned.-----



Expedida primera copia
certificada de esta escri-
tura en la ciudad y fecha
de su otorgamiento a
solicitud de FirstBank
Puerto Rico.

Notario Público.



DEED NUMBER FOUR HUNDRED SIXTY NINE (469)
ESCRITURA NUMERO

FIRST MORTGAGE
PRIMERA HIPOTECA

In the City of San Juan, Puerto Rico
En la Ciudad de Puerto Rico

this Eighth (8th), day of June,
hoy día de

two thousand four (2004).

BEFORE ME
ANTE MI

JOSE R. FOURNIER TORRES, a Notary Public
Notario Público

in Puerto Rico, with residence in the City of Bayamón,
en Puerto Rico con residencia en la Ciudad de

Puerto Rico, and offices at San Juan, Puerto Rico,
Puerto Rico, y oficinas en San Juan, Puerto Rico.

APPEAR
COMPARECE (N)

The person(s) mentioned in paragraph SEVENTH hereof (herein
La(s) persona(s) mencionada(s) en el párrafo SEPTIMO (en adelante
"Borrower").
"el Deudor").

I, the Notary, hereby certify that I know the appearing parties
Yo, el Notario, por la presente certifico que conozco a las comparecientes
herein and through their statements as to their ages, civil status
y por sus dichos de sus edades, estados civiles,
occupations and residences. They assure me that they have, and in my
ocupaciones y residencias. Ellos me aseguran que tienen, y a mi
judgment they do have, the necessary legal capacity to execute this
juicio de que, la capacidad legal necesaria para otorgar este
deed; wherefore they freely
actúan; por tanto libremente

STATE AND COVENANT:
DECLARAN Y CONVIENEN

FIRST: That Borrower is owner of the property described in
PRIMERO: Que el Deudor es dueño de la propiedad descrita en
paragraph FIFTH hereof (herein "Property") and has the
el párrafo QUINTO de la presente (en adelante "la Propiedad") y que tiene el
right to mortgage said Property, that the Property is unencumbered,
derecho de hipotecar dicha Propiedad, que la Propiedad no está libre de cargas
and that Borrower will warrant and defend the title to said
y garantizar y que el Deudor garantizará y defenderá el título a dicha

Property against all claims and demands, subject to any declarations,
Propiedad contra toda reclamación y demanda, sujeto a cualquier declaración,
easements or restrictions listed in a schedule of exceptions to coverage
servidumbres o restricciones detalladas en la lista de excepciones a cobertura
in any title insurance policy insuring the interest in the Property
en cualquier póliza de seguro de título que asegure el interés en la propiedad
of the Lender mentioned in paragraph EIGHTH hereof (herein
del Prestador mencionado en el párrafo OCTAVO de la presente (en adelante
"Lender").
"el Prestador").

SECOND: That Borrower is indebted to Lender in the
SEGUNDO: Que el Deudor adeuda al Prestador la
principal sum of ONE HUNDRED SIXTY EIGHT THOUSAND
suma principal de
DOLLARS (\$168,000.00)

with interest thereon at the rate of seven and five eighths,
con interés sobre la misma a razón del
percent ($7 \frac{5}{8} \%$) per annum, which indebtedness is evidenced by a
por ciento ($7 \frac{5}{8} \%$) anual, cuya deuda está
certain note payable to Lender, or to its order, dated
evidenciada por un pagaré pagadero al Prestador, o a su orden, fechado
June eight (8), two thousand four (2004)-

(herein "Note") providing for monthly installments of
(en adelante "el Pagaré") en el cual se dispone para el pago de plazos mensuales de
principal and interest with the balance of the indebtedness, if not
principal e intereses con el balance de la deuda, si no ha sido
sooner paid, due and payable on July first,
antes satisfecho, vencido y pagadero el
two thousand nineteen (2019)

THIRD: To secure to Lender or to the holder by endorsement of
TERCERO: Para garantizar al Prestador o al tenedor por endoso del
the note (a) the repayment of the indebtedness evidenced by the Note,
Pagaré (a) el pago de la deuda evidenciada por el Pagaré,
with interest thereon, (b) the performance of the covenants and agree-
con sus intereses, (b) el cumplimiento de los pactos y conve-
ments of Borrower herein contained, (c) an amount of ten percent of
niza del Deudor aquí contenidos, (c) una suma equivalente al diez por ciento
the original principal amount of the Note to cover costs, expenses and
de la cantidad original del principal del Pagaré para cubrir costos, gastos y

- - QUINTO: La Propiedad.-

- -The description of the mortgaged Property is:-

- La descripción de la Propiedad es la siguiente:

---Afecta a una servidumbre de uno punto cincuenta y dos metros de ancho que discurre a todo lo largo de su colindancia Oeste a favor de la Puerto Rico Telephone Company.-----

---Enclava una casa.

together with all the structures, improvements now or hereafter
junto con todas las estructuras, mejoras actuales o futuras

erected on the Property and all easements, rights, appurtenances and
en la Propiedad y todas las servidumbres, derechos, pertenencias y

rents, and all fixtures now and hereafter attached to the Property,
rentas, y todos los muebles actualmente o en el futuro adheridos a la Propiedad

all of which, including replacements and additions thereto shall
todos los cuales, incluyendo los que los reemplazan o se le añadan en el futuro

be deemed to be and remain a part of the Property covered by this
considerados como parte de la Propiedad cubierta por esta

Mortgage.

Hipoteca.

-- The Property is recorded at Page One Hundred Sixty One--

-- La Propiedad está inscrita al

Volume Five Hundred Thirty Six of Cayey, Property Number
Twenty One Thousand Four Hundred Thirty Four, Registry of the
Property of Caguas, First Section.

-- SIXTH: Value of the Property.

-- SEXTO: Valor de la Propiedad.

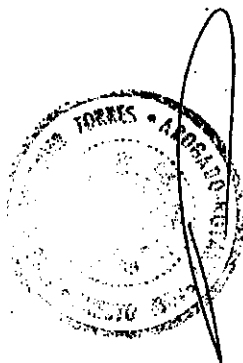
-- Pursuant to the provisions of the Mortgage and Property
-- En cumplimiento con las disposiciones de la Ley Hipotecaria y del

Registry Act of Puerto Rico, Lender and Borrower value the
Registro de la Propiedad de Puerto Rico, el Prestador y el Deudor tasan la

property at an amount equal to the original principal amount
propiedad en una cantidad equivalente al principal original

of the Note secured by this mortgage, which value shall serve
del pagaré garantizado con esta hipoteca, cuyo valor servirá

as lowest bid at the first auction in the event of foreclosure.
como tipo mínimo en la primera subasta en caso de ejecución.



-- SEVENTH: Appearing Parties ("Borrower").-----
-- SEPTIMO: Comparecientes ("Deudor").-----

—JUAN LUIS HERNANDEZ VAZQUEZ, (Social Security Number 5585) and his wife, SANDRA MILAGROS RIVERA MARTINEZ, (Social Security Number -9818), of legal age, property owners and residents of Cayey, Puerto Rico.

---EIGHTH: "FirstBank Puerto Rico" (Employer's Social Security Number 66-0183103) a commercial bank organized ---
---OCTAVO: "FirstBank Puerto Rico" (Seguro Social Patronal Número 66-0183103) un banco comercial organizado---

and existing under the Laws of the Commonwealth of ---
y existente bajo las Leyes del Estado Libre Asociado de ---

Puerto Rico, represented by JUANITA MARRERO,-----
Puerto Rico, representado por -----

of legal age, married---, executive and resident of ---
mayor de edad, -----, ejecutiv - y vecin - de -----

. San Juan-----, Puerto Rico, who is authorized -----
-----, Puerto Rico, quien está autorizado ---

to appear by Certificate of Resolution subscribed under --
a comparecer por Certificado de Resolución suscrito bajo -

affidavit number three hundred eight dated January, fifteen
el testimonio número trescientos ocho de fecha quince-----

two thousand four before Notary Cristina Maria Castro -----
de enero de dos mil cuatro ante la Notario Cristina Maria---

Caratini -----
Castro Caratini.-----

who appears to comply with Article 186 of the Mortgage Law, -
quien comparece para dar cumplimiento al Artículo -----

whom I attest is personally known to me. -----
186 de la Ley Hipotecaria, a quien doy fe de conocer personalmente.

It is stated that the mortgage note herein referred to
---Se aclara que el pagaré a que se hace referencia
in this deed has affidavit number nineteen thousand one hundred ---
en esta escritura, lleva el testimonio número
eleven (19,111).---

-----ACCEPTANCE-----

-----ACEPTACION-----

--The appearing parties accept this Deed in its entirety and I, the
--Los comparecientes aceptan esta Escritura en su totalidad y yo, el

Notary, made to the appearing parties the necessary legal warnings
Notario, hice a los comparecientes las advertencias legales pertinentes

concerning the execution of the same. I, the Notary, advised the
relativas a su otorgamiento. Yo, el Notario, advertí a las

appearing parties as to their right to have witnesses present at this
partes comparecientes de su derecho de tener testigos presentes a este

execution, which right they waived. The appearing parties having otorgamiento,
a cuyo derecho renunciaron. Hablando los comparecientes

read this Deed in its entirety, fully ratify and confirm the
leído esta Escritura en su totalidad, la ratifican totalmente y confirman que las

statements contained herein as the true and exact embodiment of their
declaraciones contenidas en la misma reflejan fiel y exactamente sus

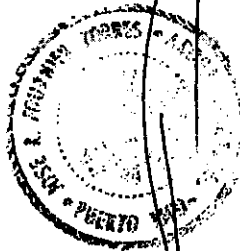
stipulations, terms and conditions. Whereupon the appearing parties
estipulaciones, términos y condiciones. En cuya virtud los comparecientes

signed this Deed, before me, the Notary, and signed their initials on
firman esta Escritura ante mí, el Notario, y firman sus iniciales en

each and every page of this Deed.-----
todas y cada una de las páginas de esta Escritura.-----

--Antes de proceder a firmar, el Notario suscribiente hace constar que ha
identificado a los comparecientes mediante los siguientes documentos de identidad:

---A los deudores con sus respectivas Licencias de -----
Conducir las cuales contienen sus fotos y firmas, -----
mostradas voluntariamente por éstos.-----



--- I, the Notary, do hereby certify as to everything stated or contained
--- Yo, el Notario, por la presente certifico de todo lo declarado y contenido

in this instrument.-----
en este instrumento.-----

--- I, the Notary, DO HEREBY ATTEST.-----
--- Yo, el Notario, DOY FE.-----

--- En este estado se adiciona a la presente escritura lo siguiente:-----

--- Que la propiedad aquí hipotecada, está afecta a hipoteca constituida en garantía de pagaré suscrito a favor de Doral Bank, por la suma de Veinticuatro Mil Ciento Treinta y Seis Dólares (\$24,136.00), según consta de la escritura número ciento ochenta y ocho de fecha quince de marzo de dos mil uno ante el Notario Edgardo Del Valle Galarza, la cual está salda y R & G Mortgage Corp, se ha comprometido mediante carta de fecha ocho de junio de dos mil cuatro a cancelar el mismo; afecta además a hipoteca constituida en garantía de un pagaré suscrito a favor de R & G Premier Bank of Puerto Rico, o a su orden, en la suma de Ciento Sesenta Mil Dólares (\$160,000.00), según surge de la escritura número cuatrocientos diecisiete de fecha tres de diciembre de dos mil dos, otorgada ante el Notario Omar Iván Arili Vizcarrondo, la cual será pagada con fondos recibidos del préstamo concedido a los Deudores por el Prestador y Yo, el Notario Doy Fe de que he tenido a la vista el cheque para cancelarla y me he asegurado de que dicha hipoteca será pagada a su Acreedor, a los fines de que suministre el original del pagaré hipotecario a Mortgage Cancellation Service para poder proceder a cancelar la hipoteca que lo garantiza, de modo que la hipoteca que se constituye por este documento quede en Primer Rango.-----

--- El Notario le advierte a los comparecientes que el hecho de que exista un cheque y de que el mismo sea remitido al acreedor hipotecario, con el propósito de saldar la hipoteca que grava la propiedad, no constituye una garantía absoluta de que ello así será hecho, ya que depende de que el acreedor que recibe el pago suministre a Mortgage Cancellation Service el pagaré hipotecario para que ésta pueda proceder a la cancelación registral de la hipoteca. Se le advierte además, a los comparecientes que tienen el derecho de exigir que la referida hipoteca sea cancelada en el mismo acto del refinanciamiento; y que de renunciar voluntariamente a dicho derecho, queda advertido y consciente de los riesgos y consecuencias de que así no se cancele, a cuyo derecho renuncian voluntariamente.-----

--- "The mortgage has a fifteen (15) years payment plan with a thirty (30) years amortization, thus principal and interest will be covered in one hundred seventy nine (179) consecutive monthly payments of One Thousand One Hundred Eighty Nine Dollars and Nine Cents (\$1,189.09) each, and a final Balloon Payment, number one hundred eighty (180), in the amount of One Hundred Twenty Eight Thousand Four Hundred Eighty Four Dollars and Fifty Three Cents (\$128,484.53) due on July first, two thousand nineteen."-----

--- Yo, el Notario, Repito la Fe.-----

El precedente testimonio, consistente de 12 folios, es una copia fiel y exacta de su original el cual obra en el protocolo de instrumentos públicos a mi cargo del año 2004 al cual me remito. Aparecen en el original las firmas e iniciales de los comparecientes y la firma, rubrica, signo y sello del Notario. Canceladas en su original las correspondientes estampillas de Rentas Internas y del Impuesto Notarial. Y a solicitud de FirstBank Puerto Rico expido la presente copia, en San Juan, Puerto Rico, hoy, 8 de junio de 2004.

NOTARIO PUBLICO



REQUEST FOR DISMISSAL

ATTORNEY CARDONA & JIMENEZ

Loan Number 171268

Debtor JUAN L HERNANDEZ-VAZQU

Co-Debtor SANDRA M RIVERA-MARTIN

BKR # 06-02633 CHPT 13 DATE FILED 8/4/2006

Payments due 43 Pre-pet 0 Post-pet 43

Due Date Principal Balance

Post- Petition arrears:

43 Months at \$ 371.59 \$ 15,978.37

Months at \$ -

Late Charges at \$ 891.84

Legal Cost \$ 400.00

Foreclosure Fees \$ -

Inspections \$ 212.50

Bad Chek Fee \$ -

Other Charges \$ -

TOTAL \$ 17,482.71

All reinstallment payments must be made up to the current month, including legal fees & late charges

Verified Declaration

I, the undersigned, declare under penalty of perjury that the amounts claimed by Movant in the foregoing Request for Dismissal, represents accurately the information kept in accounting books and records kept by Movant in the ordinary course of business. I further declare under penalty that I have read the foregoing Motion from the Automatic Stay and that the facts alleged are true and correct to the best of my knowledge.

Name BANKRUPTCY OFFICER

This Request for Dismissal was prepared This 9 day of March of 2011



Todo está en uno

***UNSWORN STATEMENT
UNDER PENALTY OF PERJURY***

The undersigned hereby certifies the following under penalty of perjury:

Debtor (s) Juan Hernandez Vazquez / Sandra Rivera Martinez

- Loan Number: 171268
- Principal balance: \$ 50,920.70
- Monthly late charges: \$ 18.58
- Pre-petition arrears and other charges: \$ 74.32
- Post-petition arrears: \$17,482.71
- Other charges: \$
- Last post-petition installment was received on 08/09/07 applied to 09/01/07
- No post-petition payments have been made.
- Present value interest compounded at 7.62500%, per annum.

This 9 day of March of 2011.

A handwritten signature in black ink, appearing to be 'Juan A Benitez', written over a circular stamp or seal.

Name: Juan A Benitez
Title: Bankruptcy Officer

IN RE: 171268

Juan Hernandez Vazquez

Sandra Rivera Martinez

Q# 06-02633

Debtor(s)

CHAPTER: 13

VERIFIED STATEMENT

I, Juan A Benitez of legal age Single resident of

San Juan, Puerto Rico, state under penalty of perjury as follows;

That as to this date March 9, 2011 by search and review of the records

kept by FirstBank in the regular course of business in regard to debtor

account with this bank there is no information that will lead the undersign to belief that

debtor is a service member either on active duty or under a call to active duty, in the


National Guard or as a commission officer of the Public Health Services or the National

Oceanic and Atmospheric Administration (NOAA) in active duty.

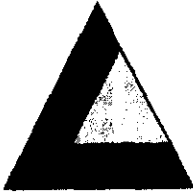
The bank has not received any written notice from debtor that his military status has change.

That as part of my search I examined the following documents or records
available to me.

In testimony, wherefore I sign this document under penalty of perjury in San
Juan, Puerto Rico on ____ March 9____ 2011.



Bankruptcy Clerk



LORD TITLE SERVICE CO.

713 ANDALUCIA AVENUE PUERTO NUEVO
SAN JUAN, PUERTO RICO 00920
WWW.LORDTITLE.COM

PHONE: (787) 774-1660
FAX: (787) 782-5888
TSEARCH@LORDTITLE.COM

Notice:

CASE: CARDONA JIMENEZ LAW OFFICES

Bianca Bankruptcy #06-02633

RE: JUAN L. HERNANDEZ VAZQUEZ

Firstbank #171267 / 191268

PROPERTY NUMBER: #21434 recorded at page 161 of volume 536 of Cayey,
Property Registry of Caguas, section 1st.

DESCRIPTION: URBANA: Solar marcado con el #5 del Bloque E en el plano de inscripción de la Urbanización El Rocío, situado en el Barrio Montellano del término municipal de Cayey, Puerto Rico, con una cabida superficial de 378.00 metros cuadrados. En lindes por el Norte en una distancia de 27.00 metros con el solar #6 del bloque E; por el Sur en una distancia de 27.00 metros con el solar #4 del bloque E; por el Este en una distancia de 14.00 metros con el solar 6 del bloque D y por el Oeste en una distancia de 14.00 metros con la calle #4.

Afecta a una servidumbre de 1.52 metros de ancho que discurre a todo lo largo de su colindancia Oeste a favor de la PRTC.

Enclava una casa.

ORIGIN: Main Property #20411 recorded at page 72 of volume 494 of Cayey

FEE SIMPLE: Title is vested in favor of **JUAN LUIS HERNANDEZ VAZQUEZ and his wife SANDRA MILAGROS RIVERA MARTINEZ** who acquired for the purchase price of \$120,680.00 from Ciudad Centro Inc., pursuant to Deed #42 executed in San Juan on March 15, 2001 before Notary Public María Isabel Valle Galarza, recorded at page 161 of volume 536 of Cayey, property #21434 and inscription 1st.

ENCUMBRANCES: By its origin: Easement in favor of AAA, AEE, PRTC, Central Cayey Inc. and Restrictive Conditions.

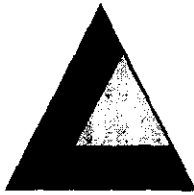
BY ITSELF: Mortgage constituted by **JUAN LUIS HERNANDEZ VAZQUEZ and his wife SANDRA MILAGROS RIVERA MARTINEZ** guaranteeing a note in favor of Firstbank of PR and/or its assigns for the amount of \$168,000.00 at 7 5/8% interest yearly, due on July 1, 2019, constituted pursuant to Deed #469 executed in San Juan on June 8, 2004 before Notary Public José R. Fournier Torres recorded at page 34 of volume 548 of Cayey, property #21434, Inscription 4th.

Mortgage constituted by **JUAN LUIS HERNANDEZ VAZQUEZ and his wife SANDRA MILAGROS RIVERA MARTINEZ** guaranteeing a note in favor of Firstbank of PR and/or its assigns for the amount of \$52,500.00 at 7 5/8% interest yearly, due on July 1, 2019, constituted pursuant to Deed #470 executed in San Juan on June 8, 2004 before Notary Public José R. Fournier Torres recorded at page 34 of volume 548 of Cayey, property #21434, Inscription 5th.

NOTE: NEW INFORMATION SUBMITTED TO THE PROPERTY REGISTRY, MAY TAKE A FEW DAYS TO BE REFLECTED INTO THE AGORA ELECTRONIC SYSTEM. WE ARE NOT LIABLE FOR ERRORS AND / OR OMISSIONS CREATED BY THIS SITUATION.

CONTINUE.....

THIS IS NOT A TITLE INSURANCE POLICY AND SHOULD NOT BE RELIED UPON AS SUCH.
LIABILITY FOR THIS TITLE SEARCH IS LIMITED TO THE AMOUNT PAID FOR IT.
FOR FULL PROTECTION PURCHASERS AND LENDERS SHOULD REQUIRE A TITLE INSURANCE POLICY.



LORD TITLE SERVICE CO.

713 ANDALUCIA AVENUE PUERTO NUEVO
SAN JUAN, PUERTO RICO 00920
WWW.LORDTITLE.COM

PHONE: (787) 774-1660
FAX: (787) 782-5888
TSEARCH@LORDTITLE.COM

Notice:

PAGE 2
PROPERTY #21434 OF CAYEY

Run for states attachments, including Law #12 of 2010 and federal attachments,
judgments and Electronic Daily Log up to entry 260 of book 1159 (Agora System).

February 24, 2011

1102-0327


NOEL A. HERNANDEZ GUZMAN
PRESIDENT

3-F

THIS IS NOT A TITLE INSURANCE POLICY AND SHOULD NOT BE RELIED UPON AS SUCH.
LIABILITY FOR THIS TITLE SEARCH IS LIMITED TO THE AMOUNT PAID FOR IT.
FOR FULL PROTECTION PURCHASERS AND LENDERS SHOULD REQUIRE A TITLE INSURANCE POLICY.

28

NOTE

PAGARE

US \$ 52,500.00

San Juan ----, Puerto Rico

June 8th. ----, 2004

---FOR VALUE RECEIVED, the undersigned ("Borrower") promise(s) to pay FIRSTBANK PUERTO RICO.
 ---POR VALOR RECIBIDO, el (los) suscritor(es) ("Deudor") promete(n) pagar a FIRSTBANK PUERTO RICO,

or order the principal sum of FIFTY TWO THOUSAND FIVE HUNDRED

o a su orden, la suma principal de

DOLLARS, with interest on the unpaid
 DOLARES, con intereses sobre el balance

principal balance from the date of this Note, until paid at the rate of seven and five eighths

Incluido de principal desde la fecha de este Pagare hasta su pago a razón de

percent per annum. Principal and interest shall be payable at San Juan, Puerto Rico or such other place as
 por ciento anual. El principal e intereses serán pagaderos en San Juan, Puerto Rico o en cualquier otro lugar que

the Note holder may designate in writing, in consecutive monthly installments of
 el tenedor de este Pagare indique por escrito, en plazos mensuales y consecutivos de

THREE HUNDRED SEVENTY ONE DOLLARS

AND FIFTY NINE CENTS

Dollars (US\$ 371.59), on the first day of each month beginning the first of August ----, 2004 until the
 Dólares (US\$ ----), en el primer día de cada mes comenzando el primero de ---- de 2004 hasta que

entire indebtedness evidenced hereby is fully paid, except that any remaining indebtedness, if not sooner paid, shall be due and payable
 se pague totalmente la deuda evidenciada por el presente, excepto que la deuda restante, si no antes pagada, quedará vencida y pagadera

on the first day of July, 2019.

en el día primero de

---If any monthly installment under this Note is not paid when due and remains unpaid after a date specified by a notice to Borrower.
 ---Si cualquier plazo mensual bajo este Pagare no es pagado cuando vence y permanece impagado luego de la fecha especificada en la notificación al Deudor,

the entire principal amount outstanding and accrued interest thereon shall at once become due and payable at the option of the
 la suma total de principal pendiente de pago e intereses acumulados sobre la misma quedará inmediatamente vencida y pagadera a opción del

Note holder. The date specified shall not be less than thirty days from the date such notice is mailed. The Note holder
 tenedor de este Pagare. La fecha especificada no será anterior a treinta días a partir de la fecha de envío por correo de dicha notificación. El tenedor de este Pagare

may exercise this option to accelerate during any default by Borrower regardless of any prior forbearance. If suit is brought
 podrá ejercer esta opción de aceleración durante cualquier incumplimiento del Deudor, no importe cualquier indulgencia de morosidad anterior. De radicarse

to collect this Note, the Note holder shall be entitled to collect in such proceeding the agreed and liquidated amount of ten
 procedimiento judicial para el cobro de este Pagare, el tenedor de este Pagare tendrá derecho a cobrar en dicho procedimiento la suma pactada y líquida de diez

percent of the original principal amount hereof to cover costs and expenses of suit, including but not limited to, attorney's fees.
 por ciento de la suma original de principal del presente para cubrir las costas y gastos de dicho procedimiento, incluyendo sin implicar limitación, honorarios de abogado.

---Borrower shall pay to the Note holder a late charge of Five percent of any monthly installment not received by the Note
 ---El Deudor pagará al tenedor de este Pagare un cargo por pago atrasado de Cinco por ciento de cualquier plazo mensual que no sea recibido por el tenedor de este

holder within fifteen days after the installment is due. Borrower may prepay the principal amount outstanding in whole or in part
 Pagare dentro de quince días después de la fecha de vencimiento de dicho plazo. El Deudor podrá pagar por anticipado la totalidad o parte del balance incluído de

The Note Holder may require that any partial prepayments (i) be made on the date monthly installments are due and (ii) be in
 principal. El tenedor de este pagare podrá requerir que cualesquiera pagos parciales (i) sean hechos en la fecha en que vencen plazos mensuales y (ii) sean en la

the amount of that part of one or more monthly installments which would be applicable to principal. Any partial prepayment shall
 la cuantía de aquella parte de uno o mas plazos mensuales que sería aplicable a principal. Cualquier pago parcial por

be applied against the principal amount outstanding and shall not postpone the due date of any subsequent monthly installment or
 anticipado será aplicado contra el principal incluído y no pospondrá la fecha de vencimiento de cualquier plazo mensual subiguiente

Change the amount of such installments, unless the Note holder shall otherwise agree in writing.
 Ni cambiará el monto de dichos plazos a menos que el tenedor de este pagare acuerde lo contrario por escrito.

---If, within five years from the date of this Note, the undersigned makes any prepayments in any twelve month period beginning with
 ---Si, dentro de cinco años desde la fecha de este Pagare, los suscritores hacen cualquier pago anticipado en cualquier período de doce meses comenzando con

the date of this Note or anniversary dates thereof (year) with money lent to the undersigned by a lender on. in the holder
la fecha de este pagaré o la de sus aniversarios (año del préstamo) con dinero prestado a los suscritores por un prestador que no sea el tenedor

the holder hereof shall pay the holder hereof (a) during the first year of the loan THREE percent of the amount by which the
el presente, los suscritores pagarán al tenedor del presente (a) durante el primer año del préstamo tres por ciento de la cantidad por

sum of prepayments made in any such loan year exceeds twenty percent of the original principal amount of this note and (b) during
la cual el total de los pagos anticipados hechos en cualquier año exceda el veinte por ciento de la cantidad original del principal de este pagaré y (b) durante

the second and third loan years TWO percent of the amount by which the sum of prepayments made in any such loan year exceeds
el segundo y tercer año del préstamo dos por ciento de la cantidad por la cual el total de los pagos anticipados hechos en ese tiempo exceda

twenty percent of the original principal amount of this NOTE. (c) during the fourth and fifth loan year, ONE percent of
el veinte por ciento de la cantidad original del principal de este pagaré. (c) durante el cuarto y quinto año del préstamo un por ciento

the amount by which the sum of prepayment made in any such loan year exceeds twenty percent of the original principal amount
de la cantidad por la cual el total de los pagos anticipados excedan el veinte por ciento de la cantidad original

of this Note.-----
del principal de este pagaré.

---Presentment, notice of dishonor, and protest are hereby waived by all makers, sureties, guarantors and endorsers hereof.
---Por la presente se renuncian los derechos de presentación, aviso de rechazo, y protesto por todos los otorgantes, fadores, garantizados y endosantes del presente.

This Note shall be the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them
Este Pagaré constituye obligación solidaria de todos sus otorgantes, fadores, garantizados y endosantes y les obliga, así como a sus

and their heirs, personal representatives, successors and assigns.-----
herederos, representantes personales, sucesores y cesionarios.

---Any notice to Borrower provided for in this Note shall be given by mailing such notice by certified mail addressed to Borrower at
---Cualquier notificación al Deudor dispuesta en este Pagaré deberá ser enviada por correo certificado dirigida al Deudor a

the Property Address stated below, or to such other address as Borrower may designate by notice to the Note holder. Any notice
la Dirección de la Propiedad que abajo se indica, o a cualquier otra dirección que el Deudor designe mediante notificación al tenedor de este Pagaré. Cualquier

to the Note holder shall be given by mailing such notice by certified mail return receipt requested, to the Note holder at the address
notificación al tenedor de este Pagaré deberá ser enviada por correo certificado, con acuse de recibo, al tenedor de este Pagaré a la dirección

stated in the first paragraph of this Note, or at such other address as may have been designated by notice to Borrower.
Indicada en el primer párrafo de este Pagaré, o a cualquier otra dirección que se haya designado mediante notificación al Deudor.

The indebtedness evidenced by this Note is secured by a Mortgage, dated of even date herewith, on property as indicated in
La deuda evidenciada por este pagaré está garantizada por una Hipoteca, de fecha igual a la del presente sobre propiedad según indicada en

Deed number -- 470 -- before the subscribing Notary.
la Escritura número ----- ante el Notario suscritor.

---This note has a FIFTEEN (-15-) year payment plan with a THIRTY (-30-) year amortization, thus principal and interest will be covered in ONE HUNDRED SEVENTY NINE (179) consecutive
monthly payments of \$ 371.59 each, and a final Balloon Payments, number ONE HUNDRED EIGHTY - (180), in the amount of \$ 40,151.56 due on JULY 1st, 2019.

EL ROCIO DEVELOPMENT E-5
CAYEY, PUERTO RICO 00736

Property Address (Dirección de la Propiedad)

JUAN LUIS HERNANDEZ VAZQUEZ

SANDRA MILAGROS RIVERA MARTINEZ

Affidavit Number: 19,112

(Execute Original Only)
(Otróguese el original únicamente)

Acknowledged and subscribed before me by the above signatory (ies), of the
personal circumstances mentioned in the above-mentioned Deed, who was (were)
identified in compliance to the Notarial Law of Puerto Rico, in the same place and
date of the deed above mentioned.

NOTARY PUBLIC
NOTARIO PUBLICO

28

Expedida primera copia
certificada de esta escri-
tura en la ciudad y fecha
de su otorgamiento a
solicitud de FirstBank—
Puerto Rico.

Notario Público.

DEED NUMBER FOUR HUNDRED SEVENTY (470)
ESCRITURA NUMBER

SECOND MORTGAGE
SEGUNDA HIPOTECA

In the City of San Juan, Puerto Rico
En la Ciudad de Puerto Rico

this Eighth (8th.) day of June,
hoy día de

two thousand four (2004)

BEFORE ME
ANTE MI

JOSE R. FOURNIER TORRES, a Notary Public
Notario Público

in Puerto Rico, with residence in the City of Bayamón,
en Puerto Rico con residencia en la Ciudad de

Puerto Rico, and offices at San Juan, Puerto Rico.
Puerto Rico, y oficinas en San Juan, Puerto Rico.

APPEAR

COMPARECE (N)

The person(s) mentioned in paragraph SEVENTH hereof (herein
La(s) persona(s) mencionada(s) en el párrafo SEPTIMO (en adelante
"Borrower").
"el Deudor").

I, the Notary, hereby certify that I know the appearing parties
Yo, el Notario, por la presente certifico que conozco a las comparecientes
herein and through their statements as to their ages, civil status
y por sus dichos de sus edades, estados civiles,
occupations and residences. They assure me that they have, and in my
ocupaciones y residencias. Ellos me aseguran que tienen, y a mi
judgment they do have, the necessary legal capacity to execute this
leído tienen, la capacidad legal necesaria para otorgar esta
deed; wherefore they freely
confieren; por tanto libremente

STATE AND COVENANT:

DECLARAN Y CONVIENEN

FIRST: That Borrower is owner of the property described in
PRIMERO: Que el Deudor es dueño de la propiedad descrita en
paragraph FIFTH hereof (herein "Property") and has the
el párrafo QUINTO de la presente (en adelante "la Propiedad") y que tiene el
right to mortgage said Property, that the Property is unencumbered,
derecho de hipotecar dicha Propiedad, que la Propiedad se halla libre de cargas
and that Borrower will warrant and defend the title to said
y garantizar y que el Deudor garantice y defienda su título a dicha

Property against all claims and demands, subject to any declarations,
 Propiedad contra toda reclamación y demanda, sujeto a cualquier declaración,
 easements or restrictions listed in a schedule of exceptions to coverage
 servidumbres o restricciones detalladas en la lista de excepciones a cobertura
 in any title insurance policy insuring the interest in the Property
 en cualquier póliza de seguro de título que asegure el interés en la propiedad
 of the Lender mentioned in paragraph EIGHTH hereof (herein
 del Prestador mencionado en el párrafo OCTAVO de la presente (en adelante
 "Lender").
 "el Prestador").

SECOND: That Borrower is indebted to Lender in the
 SEGUNDO: Que el Deudor adeuda al Prestador la
 principal sum of FIFTY TWO THOUSAND FIVE HUNDRED DOLLARS
 suma principal de
 (\$52,500.00)

with interest thereon at the rate of seven and five eighths---
 con interés sobre la misma a razón del
 percent (7 5/8 %) per annum, which indebtedness is evidenced by a
 por ciento (7 5/8 %) anual, cuya deuda está
 certain note payable to Lender, or to its order, dated
 evidenciada por un pagaré pagadero al Prestador, o a su orden, fechado
 June eight (8), two thousand four (2004)

(herein "Note") providing for monthly installments of
 (en adelante "el Pagaré") en el cual se dispone para el pago de plazos mensuales de
 principal and interest with the balance of the indebtedness, if not
 principal e intereses con el balance de la deuda, si no ha sido
 sooner paid, due and payable on July first,
 antes satisfecha, vencida y pagadera el
 two thousand nineteen (2019)

THIRD: To secure to Lender or to the holder by endorsement of
 TERCERO: Para garantizar al Prestador o al tenedor por endoso del
 the note (a) the repayment of the indebtedness evidenced by the Note,
 Pagaré (a) el pago de la deuda evidenciada por el Pagaré,
 with interest thereon, (b) the performance of the covenants and agree-
 con sus intereses, (b) el cumplimiento de los pactos y conve-
 nements of Borrower herein contained, (c) an amount of ten percent of
 nios del Deudor aquí mencionados, (c) una suma equivalente al diez por ciento
 the original principal amount of the Note to cover costs, expenses and
 de la cantidad original del principal del Pagaré para cubrir costos, gastos y

-- FIFTH: The Property.-----

-- QUINTO: La Propiedad.-----

--The description of the mortgaged Property is:-----

-- La descripción de la Propiedad es la siguiente:-----

---"URBANA: Solar marcado con el número cinco del Bloque "E" en el plano de inscripción de la Urbanización El Rocío, situado en el Barrio Montellano del término municipal de Cayey, Puerto Rico, con una cabida superficial de TRESCIENTOS SETENTA Y OCHO METROS CUADRADOS; y en lindes por el NORTE, en una distancia de veintisiete metros, con el solar número seis del Bloque "E"; por el SUR, en una distancia de veintisiete metros, con el solar número cuatro del Bloque "E"; por el ESTE, en una distancia de catorce metros, con el solar número seis del Bloque "D"; y por el OESTE, en una distancia de catorce metros, con la calle número cuatro.-----

---Afecta a una servidumbre de uno punto cincuenta y dos metros de ancho que discurre a todo lo largo de su colindancia Oeste a favor de la Puerto Rico Telephone Company.-----

---Enclava una casa.-----

28 together with all the structures, improvements now or hereafter
junto con todas las estructuras, mejoras actuales o futuras

erected on the Property and all easements, rights, appurtenances and
en la Propiedad y todas las servidumbres, derechos, pertenencias y

rents, and all fixtures now and hereafter attached to the Property,
rentas, y todos los muebles actualmente o en el futuro adheridos a la Propiedad

all of which, including replacements and additions thereto shall
todos los cuales, incluyendo los que los reemplacen o se le añadan en el futuro

be deemed to be and remain a part of the Property covered by this
considerados como parte de la Propiedad cubierta por esta

Mortgage-----

Hipoteca-----

-- The Property is recorded at Page One Hundred Sixty One-----

-- La Propiedad está inscrita al -----

Volume Five Hundred Thirty Six of Cayey, Property Number

Twenty One Thousand Four Hundred Thirty Four, Registry of the

Property of Caguas, First Section. -----

-- SIXTH: Value of the Property.-----

-- SEXTO: Valor de la Propiedad.-----

-- Pursuant to the provisions of the Mortgage and Property

-- En cumplimiento con las disposiciones de la Ley Hipotecaria y del

Registry Act of Puerto Rico, Lender and Borrower value the
Registro de la Propiedad de Puerto Rico, el Prestador y el Deudor tasan la

property at an amount equal to the original principal amount
propiedad en una cantidad equivalente al principal original

of the Note secured by this mortgage, which value shall serve
del pagaré garantizado con esta hipoteca, cuyo valor servirá

as lowest bid at the first auction in the event of foreclosure.
como tipo mínimo en la primera subasta en caso de ejecución.

-- SEVENTH: Appearing Parties ("Borrower").-----
 -- SEPTIMO: Comparecientes ("Deudor").-----

--JUAN LUIS HERNANDEZ VAZQUEZ, (Social Security Number 5585) and his wife, SANDRA MILAGROS RIVERA MARTINEZ, (Social Security Number -9818), of legal age, property owners and residents of Cayey, Puerto Rico.-----

---EIGHTH: "FirstBank Puerto Rico" (Employer's Social -----
 ---OCTAVO: "FirstBank Puerto Rico" (Seguro Social -----

Security Number 66-0183103) a commercial bank organized ----
 Patronal Número 66-0183103) un banco comercial organizado-
 and existing under the Laws of the Commonwealth of -----
 y existente bajo las Leyes del Estado Libre Asociado de --

Puerto Rico, represented by JUANITA MARRERO,-----
 Puerto Rico, representado por -----

of legal age, married-- , executive and resident of ----
 mayor de edad, ----- , ejecutiv - y vecin - de -----

- San Juan-----, Puerto Rico, who is authorized -----
 ----- , Puerto Rico, quien está autorizado --

to appear by Certificate of Resolution subscribed under --
 a comparecer por Certificado de Resolución suscrito bajo -

affidavit number three hundred eight dated January, fifteen
 el testimonio número trescientos ocho de fecha quince-----

two thousand four before Notary Cristina Maria Castro -----
 de enero de dos mil cuatro ante la Notario Cristina Maria---

Caratini -----
 Castro Caratini.-----

who appears to comply with Article 186 of the Mortgage Law,-
 quien comparece para dar cumplimiento al Artículo -----

whom I attest is personally known to me. -----
 186 de la Ley Hipotecaria, a quien doy fe de conocer personalmente.

--NINTH: Waiver of Homestead Rights.-----
 --NOVENO: Renuncia de Hogar Seguro.-----

-- Borrower hereby waives, in favor of the Lender, to the
 -- El Deudor por la presente renuncia, a favor del Prestador, hasta el

fullest extent allowed by law, all homestead and similar rights
 límite permitido por ley, todos sus derechos de hogar seguro y derechos similares

conferred upon Borrower by any law, including, without limitation,
 conferidos al Deudor por cualquier ley incluyendo, sin implicar limitación,

the provisions of the Puerto Rico Right of Homestead (31 L.P.R.A.
 las disposiciones sobre derecho de Hogar Seguro de Puerto Rico (31 L.P.R.A.

\$1851-1857)-----
 \$1851-1857).-----

--TENTH: Property Address. The Property Address shall be
 --DECIMO: Dirección de la Propiedad. La Dirección de la Propiedad será

the address stated in the Note as the Property Address. -----
 la dirección indicada en el Pagaré como Dirección de la Propiedad.-----

---It is stated that the mortgage note herein referred -----
---Se aclara que el pagaré a que se hace referencia -----
in this deed has affidavit number nineteen thousand one hundred---
en esta escritura, lleve el testimonio número -----
twelve (19,112).-----

-----ACCEPTANCE-----

-----ACEPTACION-----

--The appearing parties accept this Deed in its entirety and I, the
--Los comparecientes aceptan esta Escritura en su totalidad y yo, el

Notary, made to the appearing parties the necessary legal warnings
Notario, hice a los comparecientes las advertencias legales pertinentes

concerning the execution of the same. I, the Notary, advised the
relativas a su otorgamiento. Yo, el Notario, advertí a las -----

appearing parties as to their right to have witnesses present at this
partes comparecientes de su derecho de tener testigos presentes a este

execution, which right they waived. The appearing parties having otorgamiento,
a cuyo derecho renunciaron. Hablando los comparecientes

read this Deed in its entirety, fully ratify and confirm the
leído esta Escritura en su totalidad, la ratifican totalmente y confirman que las

statements contained herein as the true and exact embodiment of their
declaraciones contenidas en la misma reflejan fiel y exactamente sus

stipulations, terms and conditions. Whereupon the appearing parties
estipulaciones, términos y condiciones. En cuya virtud los comparecientes

signed this Deed, before me, the Notary, and signed their initials on
firman esta Escritura ante mí, el Notario, y firman sus iniciales en

each and every page of this Deed.-----
todas y cada una de las páginas de esta Escritura.-----

--Antes de proceder a firmar, el Notario suscribiente hace constar que ha
identificado a los comparecientes mediante los siguientes documentos de identidad:

---A los deudores con sus respectivas Licencias de -----
Conducir las cuales contienen sus fotos y firmas, -----
mostradas voluntariamente por éstos.-----

--- I, the Notary, do hereby certify as to everything stated or contained
--- Yo, el Notario, por la presente certifico de todo lo declarado y contenido

in this instrument.
en este instrumento.

--- I, the Notary, DO HEREBY ATTEST.
--- Yo, el Notario, DOY FE.

---En este estado se adiciona a la presente escritura lo siguiente:---

--- Que la propiedad aquí hipotecada está afecta a hipoteca constituida en garantía de un pagaré suscrito a favor de FirstBank Puerto Rico, por la suma de Ciento Sesenta y Ocho Mil Dólares (\$168,000.00), según surge de la escritura número Cuatrocientos sesenta y nueve ---

de esta misma fecha pasada ante este fedatario y a la que se constituye por esta escritura.---

---Es condición de esta hipoteca el cumplimiento específico de pago de la hipoteca antes mencionada. En caso de no pago de esa hipoteca podrá declararse vencida y pagadera esta hipoteca.---

---"The mortgage has a fifteen (15) years payment plan with a thirty (30) years amortization, thus principal and interest will be covered in one hundred seventy nine (179) consecutive monthly payments of Three Hundred Seventy One Dollars and Fifty Nine Cents (\$371.59) each, and a final Balloon Payment, number one hundred eighty (180), in the amount of Forty Thousand One Hundred Fifty One Dollars and Fifty Six Cents (\$40,151.56) due on July first, two thousand nineteen."---

---Yo, el Notario, Repito la Fe.---

El precedente testimonio, consistente de 12 folios, es una copia fiel y exacta de su original el cual obra en el protocolo de instrumentos públicos a mi cargo del año 2004 al cual me remito. Aparecen en el original las firmas e iniciales de los comparecientes y la firma, rúbrica, signo y sello del Notario. Canceladas en su original las correspondientes estampillas de Rentas Internas y del Ingreso Notarial. Y a solicitud de FirstBank Puerto Rico expido la presente copia, en San Juan, Puerto Rico, hoy, 8 de junio de 2004.

